

# EXHIBIT

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

RAMON LAGOS, MICHELLE  
SPARROW, and CARLA OBASUYI,  
Individually and on Behalf of Others  
Similarly Situated

Plaintiffs,

v.

COGENT COMMUNICATIONS, INC.,

Defendant.

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CIVIL ACTION NO. 4:11-CV-04523

JURY TRIAL DEMANDED

COLLECTIVE ACTION  
PURSUANT TO 29 U.S.C. 216(b)

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DECLARATION OF KESHAV KAMATH

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Pursuant to 28 U.S.C.A. §1746, the undersigned declares as follows:

1. "My name is Keshav Kamath. I am over the age of 18, have never been convicted of a felony or a crime of moral turpitude, and am in all ways competent to attest to the facts set forth herein. I am not a party to the above-styled lawsuit. The facts in this Declaration are within my personal knowledge and are true and correct.

2. I was employed by Cogent Communications, Inc. ("Cogent") between October 2009 and April 2011. I worked at offices in Marina Del Rey and Los Angeles, California. During my employment with Cogent, I held the title of Regional Account Manager III, also known as Global Account Manager ('Account Manager').

3. During my employment as a Cogent Account Manager, I worked an average of 45 to 50 hours per week.

4. During my employment as a Cogent Account Manager, I spent about 90% of my time in sales activities working inside the Cogent office. I usually would sit in my cubicle

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making phone calls to sell internet data service. I would also engage in meetings and conference calls in the office numerous times per week. In addition, I participated in some networking activities, such as lunch meetings or an after work networking social, no more than 4 hours a week.

5. During my employment as a Cogent Account Manager, I observed that Cogent became increasingly stringent on requirements for Account Managers to log a significant amount of minutes on the phone making sales calls. Cogent also began to monitor Account Managers' activity levels using the Siebel client database. It became increasingly difficult to leave the office for any reason because of the risk of not meeting minute and activity requirements.

6. During my employment as a Cogent Account Manager, I often had to come in early or work late in order to call customers in Europe and Asia due to time zone considerations. Additionally, mandatory training was scheduled at 5pm, which often required me to stay at work for over 8 hours a day.

7. As a Cogent Account Manager, Cogent paid me a base salary, plus potential commissions and bonuses under the terms of the Cogent Sales Compensation Plan, which applied to all Account Managers. I was not paid overtime, even though I believed I should have been. Cogent told me Account Managers that we were 'management level' employees, and therefore, salaried and exempt. However, I never managed anyone and needed approval from my supervisors to make any changes to the price of the data plans I was authorized to sell.

8. I am personally aware that other Account Managers worked longer than 40 hours a week without being paid overtime.


9. I am personally aware that other Account Managers in the California offices were engaged in similar sales activities as myself, such as spending most of their time in the Cogent

office making sales phone calls.

10. I believe that other former and current Account Managers might wish to participate in this lawsuit to recover their unpaid overtime wages.

11. I swear under penalty of perjury that the foregoing is true and correct."

Dated: July 7, 2012

  
KESHAV KAMATH